

# COMMLine inc.

13700 Cimarron Ave. Gardena, CA 90249  
(Main) 310.390.8003 (Fax) 310.390.4393  
www.CommlineInc.com

## **STANDARD SERVICE CONTRACT**

The following service agreement is between Commline, Inc. and Andrews Security International (Andrews)

- I. This agreement is valid from September 1<sup>st</sup>, 2017 to August 31<sup>st</sup>, 2020 a one (3) year contract between the above stated parties.
- II. Locations covered are repeater operations at
  - A. . (Hollywood Media BID) located at 7000 Romaine St Ste 109, Los Angeles, CA 90038.
- III. Commline will be contracted to provide general technical and sales support of Andrews two-way communications hardware and infrastructure.
  - A. Attached is a list of the model numbers and serial numbers of the radios covered by this contract - Appendix A
- IV. Technical Support
  - A. Technical support will include general repair and maintenance of the above-mentioned equipment, identified by serial number.
  - B. General repairs will be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive /missing knobs and buttons; programming, tuning and aligning.
  - C. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage; lack of performance due to the current repeater setup and location will also not be included.
  - D. Rates for radio bench repairs not covered by the service contract will be at \$95 plus parts.
  - E. Rates for on-site field work not covered by the service contract will be billed at \$125 per hour, with a \$65 trip charge, plus parts. After hours, weekend, and holiday rates will be \$250 per hour, plus a \$125 trip charge.

# COMMLine inc.

13700 Cimarron Ave. Gardena, CA 90249  
(Main) 310.390.8003 (Fax) 310.390.4393  
www.CommlineInc.com

## V. Service Scope

- A. Service Calls: Commline will provide support within 48 hours of a call or email. Calls generated on Saturday, Sunday and bank holidays will be serviced the following business day.

Response Severity	Description	Phone Response Time	On Site Time
Critical	7x24 response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	2 hour	Within 24 hours. Same day as possible with after-hours T&M rates will be charged for work performed after service hours
Impactful	Mon-Fri, 8:00 a.m.-4:00 p.m. response to failures that degrade business operations but do not impact safety of personnel	4 hours (calls taken after 12:00 p.m. will be addressed by 8:00 a.m. next business day)	Within 48 hours
Routine	Mon-Fri, 8:00 a.m.-4:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 12:00 p.m. will be addressed by 8:00 a.m. next business day)	72 hours

- B. Repeater Infrastructure Troubleshooting: Commline will provide initial troubleshooting/assessment of the existing repeater infrastructure problems. Labor will be covered by the service contract, but replacement cost of bad equipment will be invoiced accordingly.
- C. Radio/Repeater Repairs:
- Repair requests will be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request. When sending in repair requests, please send the radio only. Please do not include antenna and battery, unless the battery is part of the repair request.
  - Radio repairs, if repairable, will be completed no longer than 2 weeks from receipt of equipment. If repairs are to take longer than 2 weeks, notice will be submitted to inform of a revised return date.
  - Beyond Economic Repair – Radio repair costs that exceed the market value of the radio can be deemed 'Beyond Economic Repair or BER'. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, etc.
  - Repaired radios will have a 90 day warranty.
- D. Loaner Radio Program: Commline will provide 1 complimentary loaner radios to replace radios that are sent in for repair upon request. Additional loaners can be

# COMMLine inc.

13700 Cimarron Ave. Gardena, CA 90249

(Main) 310.390.8003 (Fax) 310.390.4393

www.CommlineInc.com

requested if needed. Lost or damaged loaner radios will be invoiced separately at the end of the service contract or upon receipt of damaged radio, at full retail price.

- E. Preventative Maintenance Program: Commline will provide 1 annual scheduled onsite maintenance of existing repeater infrastructure.
- F. Critical firmware updates and programming included for radios included, once per contract period upon request.

## VI. Financial Terms & Obligations

- A. Andrews will provide payment of **\$109.00 (paid monthly)** to cover the listed radio equipment below.
- B. Payment is due on a NET 30 day basis.
- C. Late payment (considered 5 days after due day) is subject to the maximum interest allowable by law, plus any penalty fees caused by bad payment, such as insufficient funds.

Qty	Item/Description	Unit Price / Month	Ext Price
6	Portable Radios	\$ 4.00	\$ 24.00
1	Repeaters	\$ 85.00	\$ 85.00
		Per Month	\$ 109.00

# COMMLine inc.

13700 Cimarron Ave. Gardena, CA 90249

(Main) 310.390.8003 (Fax) 310.390.4393

www.CommlineInc.com

## VII. Extension & Termination Options

- A. Upon completion of the one (3) year contract, Andrews will have the option to extend the contract with written notice. If no notice is provided, the contract will continue on a month to month basis.
- B. Andrews can terminate this contract in the event Commline does not provide said services outlined in this contract to an acceptable level.
- C. If termination by Andrews occurs before the natural expiration of the contract, Andrews will be responsible for paying out the remaining contract amount within 30 days of termination.

## VIII. Indemnity: Andrews does hereby agree to indemnify and hold Commline, Inc., its agent, successors and assigns harmless from any and all liability, damage or loss, including reasonable attorney fees arising out of the ownership, selection, possession, rental, operation, use, condition (including but not limited to latent and other defects, whether or not discoverable by Andrews), maintenance and return of any equipment or services. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination or expiration of this agreement.

### **Agreed and Accepted by:**

Andrews Security International

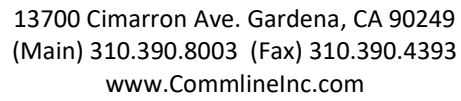
X \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Commline Inc.

X \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## 1. Location

[illegible]